

REMARKS/ARGUMENTS

Favorable reconsideration of this application as presently amended and in light of the following discussion is respectfully requested.

Claims 1-6, 8-12, 14-19, and 21-25 are pending in this application. Claims 1, 2, 6, 8, 9, 12, 14, 15, 19, and 21-25 are amended by the present amendment.

The claim amendments find support in the specification as originally filed. Thus, no new matter is added.

In the outstanding Office Action, Claims 1-6, 8-12, 14-19, and 21-25 were rejected under 35 U.S.C. § 103(a) as unpatentable over U.S. Publication 2002/0019814 to Ganesan in view of U.S. Patent 5,910,987 to Ginter et al. (herein "Ginter").

Applicant respectfully traverses the rejection of Claims 1-6, 8-12, 14-19, and 21-25 under 35 U.S.C. § 103(a) as unpatentable over Ganesan and Ginter.

Claim 1 is directed to an information processing system that includes, in part, duplicate-license determination means for determining that a license requested by the terminal from the license server is a duplicate of a license already held by the terminal. The system also includes license-duplication reporting means for reporting license duplication indicating that the license requested by the terminal from the license server duplicates a license already held by the terminal according to the determination result by the duplicate-license determination means. Independent Claims 2, 6, 8, 9, 12, 14, 15, 19, and 21-25 recite similar features or related steps directed to different classes and scopes of invention.

An embodiment according to the independent claims may advantageously help prevent a user of content from mistakenly purchasing a duplicate license for the content. For example, a user may purchase a license to play back content a predetermined number of times, and if the user mistakenly believes that the number of playbacks allowed by the license has run out and requests the purchase of a new license, an embodiment according to one of

the independent claims may advantageously determine that the requested new license is a duplicate of an existing license and advantageously report the duplication to the user.<sup>1</sup>

Applicant respectfully submits that Ganesan and Ginter fail to teach or suggest each feature of any of the independent claims, and respectfully traverses the assertions in the Office Action that the references teach the claimed features. As discussed in the interview on April 23, 2008, and as reiterated in the Interview Summary prepared by the Examiners immediately following the interview, “[t]he Examiner agreed that the cited sections [from the Office Action] do not specially [sic] teach the determining means and reporting means.” However, Applicant respectfully submits that the present Office Action merely reiterates the previous rejection without citing any new portions of the references or providing any different explanation as to why the claims should be rejected over the previously cited portions of the references, when the Examiner indicated that the references fail to teach the features of the claims in the interview summary.

Further, Applicant respectfully submits that the references fail to teach or suggest determining that a license requested by a terminal from a license server is a duplicate of a license already held by the terminal. As noted in the Office Action at page 3, first paragraph, Ganesan fails to teach that feature. In addition, Applicant respectfully traverses the assertion in the Office Action at page 3, second paragraph that Ginter discloses the claimed duplicate-license determination means.

Ginter describes a system and method for secure transaction management and electronic rights protection “that help ensure that information is accessed and/or otherwise used only in authorized ways, and maintains the integrity, availability, and/or confidentiality of such information and processes related to such use.”<sup>2</sup> In particular, in the portions of

---

<sup>1</sup> Specification at page 2, line 19, to page 3, line 13.

<sup>2</sup> Ginter at column 1, lines 16-22.

Ginter identified by the Office Action, as well as in other portions of Ginter, the system of Ginter is directed towards the conventional goal of merely ensuring that content use is authorized and that content integrity is preserved. Thus, Ginter indicates a system that may grant or deny access to content, may count how many times access to particular content is granted, and may indicate an audit of content use. In other words, Ginter is focused on the authorized use of content, Ginter does not describe any duplication determination regarding a license, and Ginter does not teach or suggest an apparatus or method that determines that a license is a duplicate of another license. Therefore, Ginter fails to teach or suggest any reporting of *license* duplication, and Ginter fails to teach or otherwise suggest any determination that a requested *license* is a duplicate of an existing *license*.

Accordingly, Applicant respectfully submits that Ginter fails to teach or suggest “duplicate-license determination means for determining that the license requested by the terminal from the license server is a duplicate of a license already held by the terminal,” as recited in independent Claim 1. Similarly, Applicant respectfully submits, for similar reasons, that Ginter also fails to teach or suggest similar features recited in independent Claims 2, 6, 8, 9, 12, 14, 15, 19, and 21-25.

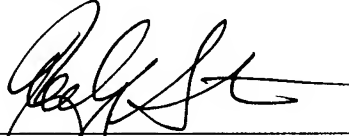
Accordingly, Applicant respectfully submits that independent Claims 1, 2, 6, 8, 9, 12, 14, 15, 19, and 21-25, and claims depending therefrom, patentably define over Ganesan and Ginter, and therefore are allowable.

In addition, in response to the Examiner’s Note on pages 28-29 of the Office Action, Applicant respectfully submits that the portions of the claims that recite “means for” are intended to be interpreted under 35 U.S.C. § 112, sixth paragraph, as required by applicable judicial opinions, rules, and statutes.

Consequently, in light of the above discussion and in view of the present amendment, this application is believed to be in condition for allowance and an early and favorable action to that effect is respectfully requested.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,  
MAIER & NEUSTADT, P.C.



---

Bradley D. Lytle  
Attorney of Record  
Registration No. 40,073

Zachary S. Stern  
Registration No. 54,719

Customer Number  
**22850**

Tel: (703) 413-3000  
Fax: (703) 413 -2220  
(OSMMN 06/04)

BDL:ZS:yst  
I:\ATTY\ZS\25's\257\257909US\257909US-AMF.DOC